"ELITA-COP" DOO
Br: 842/23
24 -05- 2023
BEOGRAD-ZEMUN

UGOVOR O IZVOĐENJU RADOVA/ *Contracting Agreement*

Zaključen dana24.05.2023. godine, u Beogradu, između ugovornih strana:
Signed on Mayl 24th 2023, in Belgrade, between contracting parties:

1. **China Civil Engineering Construction Corporation Balkan Ogranak Beograd doo**, sa sedištem u ul. Batajnički drum 3, deo 6a, Zemun, PIB 109874997, matični broj 29507031, koje zastupa Zhongzheng Chen, zastupnik ogranka stranog pravnog lica, broj pasoša RE2146197, država izdaravanja Narodna Republika Kina, lični broj za strance 1511972660079 (u daljem tekstu: ***Naručilac***) sa jedne strane

CHINA CIVIL ENGINEERING CONSTRUCTION, CORPORATION BALKAN BRANCH, with headquarters at Batajnički drum 3, part 6a, Zemun, PIB 109874997, registration number 29507031, represented by Zhongzheng Chen, representative of the branch of a foreign legal entity, passport number RE2146197, issuing country National Republic of China, personal identification number for foreigners 1511972660079 (hereinafter: Employer) on the one hand

i/and

2. **ELITA - COP** d.o.o. Beograd - Zemun, sa sedištem u ul. Ugrinovački put 27, PIB 101541747, matični broj 17373285, koje zastupa Vese Romić, direktor (u daljem tekstu: ***Izvođač***), sa druge strane.

ELITA - COP LLC Belgrade - Zemun, with headquarters at Ugrinovacki put 27, PIB 101541747, registration number 17373285, represented by Vese Romić, director (hereinafter: Contractor), on the other side.

Naručilac i Izvođač, zajedno se u daljem tekstu ovog Ugovora nazivaju "Ugovorne strane" i pojedinačno "Ugovorna strana".

In the following text of this Agreement, the Employer and the Contractor are collectively referred to as the "Contracting Parties" and individually as the "Contracting Party".

Član 1/*Article 1*

Predmet ovog Ugovora je izvođenje radova na ugradnji talpi na gradilištu Naručioca (u daljem tekstu „Radovi"), a u svemu prema usvojenoj ponudi Izvođača broj 810/23 od 24.05.2023. godine, koja je sastavni deo ovog Ugovora.

Izvođač će navedene Radove izvesti u skladu sa odredbama Zakona o planiranju i izgradnji, stručno i kvalitetno, a u svemu prema tehničkim propisima, standardima, normativima i pravilima struke koji važe za ovu vrstu radova, kao i uputstvima Nadzornog organa na gradilištu.

The subject of this Agreement is the execution of works on the installation of steel sheets at the Employer's construction site (hereinafter referred to as "Works"), and in all respects according to the adopted offer of the Contractor No. 810/23 dated May 24th, 2023, which is an integral part of this Agreement.

The contractor will carry out the aforementioned Works in accordance with the provisions of the Planning and Building Act, professionally and with high quality, and in everything according to the technical regulations, standards, norms and rules of the profession that apply to this type of work, as well as the instructions of the Engineer at the construction site.

Član 2/*Article 2*

Ugovorena vrednost radova koji su predmet ovog Ugovora iznosi:

84.064,00
(slovima: osamedestčetirihiljadešezdesetčetirievra) bez PDV-a.

PDV će biti obračunat i iskazan u skladu sa važećim Zakonom o porezu na dodatu vrednost.

Obračun se vrši prema predmeru i predračunu radova, prema stvarno izvedenim količinama, u svemu prema jediničnim cenama iz prihvaćene ponude Izvođača broj 810/23 od 24.05.2023. godine, a prema sledećem tabelarnom prikazu:

The agreed value of the works that are the subject of this Agreement amounts to:

€84.064,00 (in letters: eighty four thousand sixty four euros) without VAT.

VAT will be calculated and reported in accordance with the applicable Law on Value Added Tax.

The calculation is made according to the bill of quantities, according to the quantities actually executed, and the estimate of the works, in everything according to the unit prices from the accepted offer of the Contractor No. 810/23 dated May 24th, 2023, and according to the following table:

RB	Opis pozicije	Jed. mere	Količina	Jed. Cena [€/j.m]	Iznos [€]
1	Ugradnja čeličnih Larsen talpi VL605, dužine 12m. Obračun po m2.	m2	794,64	55,00	43.705,20
2	Demontaža čeličnih Larsen talpi VL605, dužine 12m. Obračun po m2	m2	794,64	45,00	35.758,80
3	Ugradnja talpi VL 605, koje nakon ugradnje ostaju u vlasništvu Naručioca. Obračun po m2.	m2		190,00	
4	Transport mašina za pobijanje talpi - Movax Obračun paušalno	pauš		3.000,00	3.000,00
5	Transport mašina za pobijanje talpi-Movax, dizalice i ostale opreme izmedju lokacija stubova.	kom	2,00	800,00	1.600,00
					84.064,00

Napomena: cene prikazane u tabeli važe za talpe ugrađene do tri meseca, ukoliko se ne demontiraju do tada, svaki naredni mesec talpe se naplaćuju 10,00 €/m^2.

Ukoliko dođe do poskupljenja sirovina na tržištu (cement, agregat, gorivo, dodaci, ostali građ. materijal) više od 3% Izvođač zadržava pravo korekcije cene.

Stvarna vrednost izvedenih radova utvrdiće se na osnovu stvarno izvedene količine radova prema građevinskoj knjizi i jediničnih cena iz predmera i predračuna koji čini sastavni deo ugovora. Obračun ugradjenih talpi vršiće se po celokupnoj (razvijenoj) površini talpi. Obračun će se vršiti na osnovu stvarno izvedenih količina overenih u građevinskoj knjizi.

Obračun izvedenih radova se vrši u dinarskoj protivvrednosti po srednjem kursu NBS na dan izdavanja fakture/situacije.

Plaćanje cene za sve radove vršiće se u dinarima, po kursu na dan izdavanja fakture/situacije, i to na sledeći način:

- 50% avansno, u roku od 2 dana od dana potpisivanja Ugovora;
- Ostatak, prema stvarno izvedenim količinama, 7 dana po završetku radova ugradnje talpi, odnosno po završetku demontaže talpi, putem fakture/situacije, na račun Izvođača, u roku od 7 dana od dana ispostavljene fakture/situacije.

Pravdanje uplaćenog avansa će se vršiti sukcesivno kroz svaku privremenu i okončanu situaciju u procentu u kom primljeni avans učestvuje u ukupnoj vrednosti Ponude.

Okončanu situaciju (sa celokupnom pratećom dokumentacijom) Izvođač će ispostaviti nakon:

- Završetka svih ugovorenih Radova;
- Potpisivanja Zapisnika o primopredaji radova od strane ugovornih strana bez primedbi, kojim se konstatuje kvantitet i kvalitet izvedenih Radova.

Ugovorne strane saglasno konstatuju da su cene iz Ponude, tj. ukupnu vrednost Radova iz stava 1 ovog člana uključeni svi troškovi koje Izvođač bude imao prilikom izvođenja Radova, uključujući, ali ne ograničavajući se na: troškove angažovanja opreme, mehanizacije, transporta, osiguranja, kao i troškovi koji proizilaze iz primene Zakona o bezbednosti i zdravlja na radu, Zakona o zaštiti životne sredine, zaštite od požara, kao i ostale troškove.

Note: the prices shown in the table are valid for steel sheets installed for up to three months, if they are not dismantled by then, the tiles are charged €10.00/m2 every subsequent month.

If there is an increase in the price of raw materials on the market (cement, aggregate, fuel, additives, other building materials) by more than 3%, the Contractor reserves the right to correct the price.

The actual value of the performed works will be determined on the basis of the actually performed amount of works according to the construction book and the unit prices from the bill of quantities and estimate, which is an integral part of the contract. The calculation of the installed steel sheets will be done on the entire (developed) surface of the steel sheets. The calculation will be made on the basis of the actual quantities certified in the construction book.

The calculation of the performed works is done in dinar equivalent at the middle exchange rate of the NBS on the day of issuing the invoice/situation.

The price for all works will be paid in dinars, according to the exchange rate on the day of issuing the invoice/situation, as follows:
- 50 % in advance, within 2 days from the date of signing the Contract;
- The rest, according to the quantities actually executed, of the 7 days after the completion of the works, by means of an invoice/situation, to the Contractor's account, within 7 days from the date of the issued invoice/situation.

The justification of the paid advance will be carried out successively through each interim (payment) certificate and final certificate (of payment) in the percentage in which the received advance participates in the total value of the Offer.

The final certificate (of payment) (with all supporting documentation) will be presented by the Contractor after:
- Completion of all contracted Works;
- Signing of the Record of handover of works by the contractual parties without objections, which states the quantity and quality of the performed Works.

The contracting parties agree that the prices from the Offer, i.e. the total value of the Works referred to in paragraph 1 of this Article, including all costs incurred by the Contractor during the execution of the Works, including, but not limited to: the costs of hiring equipment, mechanization, transport, insurance, as well as the costs arising from the application of the Law on Safety and Health work, the Law on environmental protection, fire protection, as well as other costs.

Član 3/*Article 3*

Radove koji su predmet ovog Ugovora Izvođač će početi odmah po uvođenju u posao od strane Naručioca i iste će izvesti po dinamici gradilišta. Radni dani su svi dani osim nedelje.

Pod danom uvođenja u posao podrazumeva se dan kada je Izvođaču omogućen nesmetan ulazak na gradilište, predato Rešenje o građevinskoj dozvoli i prijava radova od strane Naručioca nadležnim organima, što će se pismeno konstatovati.

Uvođenje Izvođača u posao, kao i završetak Radova, konstatuje Nadzorni organ svojim upisom u Građevinski dnevnik.

Izvođač ima pravo na produženje roka završetka Radova ako je u izvođenju Radova u predviđenom roku bio sprečen vanrednim događajima koji se podvode pod dejstvo više sile, a koji se nisu mogli predvideti u vreme zaključenja ovog ugovora.

Vanrednim događajima u smislu prethodnog stava se smatraju isključivo:
- prirodni događaji (poplava, požar, zemljotres, izuzetno loše vreme koje je po oceni Izvođača neuobičajeno za godišnje doba i za mesto na kome se izvode radovi i sl.);
- mere utvrđene izvršnim i konačnim aktima nadležnih državnih organa;
- ratovi, uvođenje ratnog ili vanrednog stanja, građanski protesti i nemiri, ukoliko utiču na mogućnost izvođenja Radova;

Izvođač ima pravo na produženje roka završetka Radova u slučaju:
- zakašnjenje Naručioca u ispunjenju obaveza iz ovog Ugovora;
- uslova za izvođenje radova u zemlji i vodi koji nisu predviđeni tehničkom dokumentacijom;
- zakašnjenje uvođenja Izvođača u posao, prekid radova od strane Naručioca ili Investitora bez krivice Izvođača, ili ometanje Izvođača da obavlja radove;

Vanrednim događajem po ovom Ugovoru ne smatra se bilo kakva obustava rada osoblja Izvođača (štrajk), niti eventualne sankcije u bilo kom obliku.

Nastupanje, trajanje i prestanak vanrednog događaja i okolnosti, upisuje se u Građevinski dnevnik.

Utvrđeni rokovi za izvođenje Radova predstavljaju bitan element Ugovora. Kašnjenje u ispunjavanju definisanih rokova krivicom Izvođača predstavlja dovoljan razlog za Naručioca da raskine Ugovor.

The work that is the subject of this Agreement will be started by the Contractor immediately after being introduced to the work by the Employer and will be carried out according to the dynamics of the construction site. Business days are all days except Sunday.

The day of introduction to the work is understood to be the day when the Contractor is allowed to enter the construction site unhindered, the Decision on the construction permit is handed over and the works are reported by the Employer to the competent authorities, which will be noted in writing.

The introduction of the Contractor to the work, as well as the completion of the Works, is noted by the Supervisory Authority by its entry in the Construction Diary.

The Contractor has the right to an extension of the deadline for the completion of the Works if he was prevented from performing the Works within the stipulated period by extraordinary events that are under the influence of force majeure, and which could not be foreseen at the time of the conclusion of this contract.

The following are considered extraordinary events in the sense of the previous paragraph:
- natural events (flood, fire, earthquake, extremely bad weather which, according to the Contractor, is unusual for the time of year and for the place where the work is being carried out, etc.);
- measures determined by executive and final acts of competent state bodies;
- wars, the introduction of a state of war or state of emergency, civil protests and riots, if they affect the possibility of performing the Works;

The contractor has the right to extend the deadline for the completion of the Works in the event of:
- the Employers delay in fulfilling the obligations from this Agreement;
- conditions for performing works in the ground and water that are not provided for in the technical documentation;
- delay in introducing the Contractor to the work, interruption of work by the Employer or Investor without fault of the Contractor, or obstruction of the Contractor to perform the work;

Any suspension of the work of the Contractor's staff (strike), nor possible sanctions in any form, is not considered an extraordinary event under this Agreement.

The occurrence, duration and termination of extraordinary events and circumstances are recorded in the Construction Diary.

The established deadlines for the performance of the Works represent an essential element of the Agreement. A delay in meeting the defined deadlines due to the fault of the Contractor is a sufficient reason for the Employer to terminate the Contract.

Član 4/*Article 4*

Izvođač se obavezuje da se u toku izvođenja Radova pridržava postojećih propisa i mera zaštite na radu, da izradi Elaborat o primeni mera bezbednosti i zaštite zdravlja na radu, odnosno Elaborat o uređenju gradilišta, te shodno tome organizuje i sprovede mere bezbednosti i zdravlja na radu svojih zaposlenih shodno Zakonu o bezbednosti i zdravlju na radu.
Izvođač je obavezan da osigura svoje zaposlene od posledica povreda na radu i bilo kog nesrećnog slučaja.
Obaveza Izvođača je da prijavi radove koji su predmet ovog ugovora nadležnom organu – Inspekciji rada.

The contractor undertakes to comply with the existing regulations and safety measures at work during the execution of the Works, to prepare an Elaborate on the implementation of safety and health protection measures at work, i.e. an Elaborate on the arrangement of the construction site, and accordingly to

organize and implement safety and health measures at work for its employees of employees in accordance with the Law on Occupational Safety and Health.
The contractor is obliged to insure his employees against the consequences of injuries at work and any accidents.
The Contractor's obligation is to report the works that are the subject of this contract to the competent authority - the Labor Inspection.

Član 5/*Article 5*

Obaveze Naručioca posla je da:

- Obezbedi Projekat za izvođenje radova i da pribavi Građevinsku dozvolu;
- Obezbedi prilazne puteve do lokacija na kojima se izvode radovi
- Izvođača uvede u posao po potpisivanju Ugovora;
- Formira gradilište;
- Obezbedi u krugu gradilišta toalet, priključak vode i priključak na elektro mrežu;
- Za potrebe gradilišta reguliše zauzeće javnih površina i privremenu regulaciju saobraćaja u zoni Radova i obezbedi sve potrebne dozvole za nesmetano funkcionisanje gradilišta;
- Obezbedi ograđivanje gradilišta;
- Obezbedi Izvođaču mogućnost za izvođenje Radova u toku od 12 sati dnevno, uključujući vikende i državne praznike;
- Obezbedi Stručni nadzor nad izvođenjem Radova;
- Primi i plati Izvođaču izvedene radove na način i u skladu sa odredbama ovog Ugovora;
- Naručilac snosi odgovornost i obavezu čuvanja mašina i opreme Izvođača, i odgovora za svaku štetu koja nastane na mašini i opremi Izvođača, ukoliko se ista desi posle radnog vremena rukovaoca mašina, i snosi odgovornost za eventualna oštećenja na susednim objektima nastala prilikom pobijanja talpi;
- Izradi plato za garnituru za pobijanje i prilazne puteve do mesta pobijanja;
- Izradi čeličnu razuporu prema projektu obezbeđenja iskopa talpama je obaveza Naručioca. Ukoliko se ne izvrši razupiranje u skladu sa projektom i dođe do oštećenja talpi, oštećene talpe će biti obračunate po ceni od 190,00 €/m2.

Obligations of the Employer:

- *Provide a Project for the execution of works and obtain a Building Permit;*
- *Provide access roads to locations where works are being carried out*
- *Introduces the contractor to the work after signing the Contract;*
- *Forms a construction site;*
- *Provision of a toilet, water connection and connection to the electrical network within the construction site;*
- *For the needs of the construction site, it regulates the occupation of public areas and the temporary regulation of traffic in the Work Zone and provides all the necessary permits for the smooth functioning of the construction site;*
- *Provide fencing of the construction site;*
- *Provide the Contractor with the opportunity to perform the Works during 12 hours a day, including weekends and public holidays;*
- *Provide professional supervision over the execution of the Works;*
- *Receive and pay the Contractor for the performed works in the manner and in accordance with the provisions of this Agreement;*
- *The Employer bears the responsibility and obligation to keep the Contractor's machinery and equipment, and is responsible for any damage that occurs to the Contractor's machinery and equipment, if the same occurs after the working hours of the machine operator, bears responsibility for any damage to neighboring buildings caused during the drilling steel sheets;*
- *Create a platform for the demolition set and access roads to the demolition site;*

• *It is the Employer obligation to make a steel support according to the project of securing the excavation to the steel sheets. If the demolition is not carried out in accordance with the project and the steel sheets are damaged, the damaged tiles will be charged at a price of €190.00/m2.*

Član 6/Article 6

Obaveze Izvođača posla:

- Da izvede sve Radove koji su predmet ovog Ugovora sopstvenom radnom snagom, mehanizacijom, pogonskom i drugom energijom, alatom i opremom specijalizovanom za određene vrste poslova u obimu i po ceni koji su predviđeni ovim Ugovorom i da preda izvedene Radove Naručiocu;
- Da poslove iz ovog Ugovora izvrši u ugovorenim rokovima;
- Da Radove izvede stručno i kvalitetno;
- Da vodi Građevinski dnevnik i Knjigu inspekcije;
- Da osigura zaposlene od povreda na radu, oboljenja u vezi sa radom i profesionalnih oboljenja u skladu sa Zakonom o bezbednosti i zdravlju na radu „Službeni glasnik RS", broj 101/05, 91/15 I 113/17, član 53 i Zakon o osiguranju „Službeni glasnik RS", br. 139/2014, član 9, stav 1, tačka 1.

Obligations of the Contractor:

• *To perform all the Works that are the subject of this Agreement with its own manpower, machinery, drive and other energy, tools and equipment specialized for certain types of work in the scope and at the price stipulated in this Agreement and to hand over the performed Works to the Employer;*
• *To perform the tasks from this Agreement within the agreed deadlines;*
• *To carry out the Works professionally and with high quality;*
• *To keep the Construction Diary and Inspection Book;*
• *To insure employees against work-related injuries, work-related illnesses and occupational diseases in accordance with the Law on Occupational Safety and Health "Official Gazette of RS", No. 101/05, 91/15 and 113/17, Article 53 and Law on insurance "Official Gazette of RS", no. 139/2014, Article 9, Paragraph 1, Point 1.*

Član 7/Article 7

Izvođač radova je dužan da uz potpisan Ugovor obezbedi u korist Naručioca blanko registrovanu solo menicu uz Menicno ovlašćenje kao garanciju obezbeđenja plaćanja avansa. Menica uz menično ovlašćenje biće izdata u visini od 50% ugovorene vrednosti, naplativa na prvi poziv bez protesta. Menično ovlašćenje mora biti izdato sa rokom važenja od 3 (tri) meseca.

The Contractor is obliged to, together with signed Contract provide on behalf of the Employer a blank registered solo promisory note with Promisory note authorization in favour of the Employer, as a guarantee of advance payument security. The Promisory note with promisory authorization shall be issued in the amount of 50% of the contractual value, payable at the first call without protest.The Bill of exchange authority must be issued with validity date of 3 (three) months.

Član 8/Article 8

Garantni rok za kvalitet izvedenih Radova regulisan u skladu sa Zakonom za ovakvu vrstu objekata i važećim propisima.

The guarantee period for the quality of the performed Works is regulated in accordance with the Law for this type of facilities and valid regulations.

Član 9/Article 9

Svaka od Ugovornih strana može tražiti raskid Ugovora u slučaju kada druga strana ne ispunjava ili neblagovremeno ispunjava svoje Ugovorom preuzete obaveze.
Otkazni rok iznosi 10 (deset) dana i počinje da teče od dana prijema pisanog obaveštenja o raskidu Ugovora.
Raskidom ovog Ugovora, Ugovorne strane su obavezne na naknadu štete onoj Ugovornoj strani koja je pretrpela štetu zbog raskida, a šteta će se utvrditi u posebnom postupku.

Each of the Contracting Parties may request termination of the Contract in the event that the other party does not fulfill or untimely fulfills its obligations under the Contract.
The notice period is 10 (ten) days and begins to run from the day of receipt of the written notice of termination of the Agreement.
By terminating this Agreement, the Contracting Parties are obliged to compensate the Contracting Party that suffered damage due to the termination, and the damage will be determined in a separate procedure.

Član 10/Article 10

Na pitanja koja nisu regulisana ovim Ugovorom primenjivaće se odredbe Zakona o planiranju i izgradnji, Zakon o obligacionim odnosima i drugi zakoni koji važe na teritoriji Republike Srbije.

U slučaju spora oko izvršenja ovog Ugovora, Ugovorene strane ugovaraju nadležnost Privrednog suda u Beogradu.

Ovaj ugovor stupa na snagu danom potpisivanja od strane Naručioca i Izvođača i važi do punog izvršenja ugovorenih obaveza.

The provisions of the Planning and Construction Act, the Law on Contract and Torts and other applicable laws of the Republic of Serbia shall be applied to matters not regulated by this Agreement.

In the event of a dispute regarding this Agreement, the Contracting Parties agree to the jurisdiction of the Commercial Court in Belgrade.

This contract enters into force on the day it is signed by the Employer and the Contractor and is valid until the full performance of the contractual obligations.

Član 11/Article 11

Prilog Ugovora čini: Ponuda Izvođača br. 810/23 od 24.05.2023. godine.

• *Attachment no. 1 - Contractor's offer number 810/23 dated May 24th, 2023.*

Član 12/Article 12

Ovaj Ugovor sastavljen je u 2 (dva) istovetna primerka, od kojih se 1 (jedan) primerak nalazi kod Naručioca, a 1 (jedan) kod Izvođača.

This Agreement is drawn up in 2 (two) identical copies, of which 1 (one) copy is with the Employer and 1 (one) with the Contractor.

Za Naručioca/ For Employer

Zhongzheng Chen, zastupnik ogranka stranog pravnog lica
Zhongzheng Chen, representative of the branch of a foreign legal entity

Za Izvođača/For Contractor

Vese Romić, direktor
Vese Romić, director